to the just result the statute would have reached. SESSION ACTS 1915, 269. Missouri had followed the majority of states in allowing a married woman to maintain an action for the alienation of her husband's affections. *Clow* v. *Chapman,* 125 Mo 101; *Weber* v. *Weber,* 113 Ark. 471, L. R. A. 1915 A 67 note. Again with the majority, Missouri had strictly construed its MARRIED WOMAN'S ACT leaving the husband liable, as at common law, for his wife's torts generally. *Taylor* v. *Pullen,* 152 Mo. 434. The wrong was not connected with the wife's separate estate, so that fairly well established distinction could not be invoked, as it had been in *Boutell* v. *Shellaberger,* 264 Mo. 70. The opinion in *Nichols* v. *Nichols,* 147 Mo. 387, clearly upheld the husband's liability, but it is said to be *dictum.* Perhaps so, but the *Boutell* case *supra* cites it for this *dictum.* Even "on the facts" of the decided cases, slander uttered by the wife (for which the husband had been held liable in *Taylor* v. *Pullen, supra*) would have had to be distinguished. This the lower court tried to do, basing the distinction on whether the wife's wrongful act was also a separate wrong to the husband. *Claxton* v. *Pool,* 182 Mo. App. 13. The Supreme Court seeks the "larger consistency" that the common law has been said to be noted for. The "spirit and trend of legislation," "recent customs and methods of dealing," woman's "freedom of action and independence" triumph. The Missouri court meets the issue as squarely as could be expected. The same result was reached in Iowa without reference to statutes and without discussion. *Heisler* v. *Heisler,* (Ia., 1910), 127 N. W. 823; *Pooley* v. *Dutton,* 165 Ia. 745. The other cases since the note in 6 MICH. L. REV. 405, seem to have been based on statutes.

NAVIGABLE WATERS — RIPARIAN RIGHTS — ACCRETION. — Where a gradual, imperceptible addition to riparian land on Lake Michigan was caused jointly by the natural action of the water and by piers, built out into the lake by other landowners, *held,* that this addition constituted accretion which belonged to the owner of the contiguous riparian land. *Brundage* v. *Knox,* (Ill., 1917), 117 N. E. 123.

The typical case of accretion is the increase to riparian land by natural causes, for instance, by the natural action of the water. Accretion is sometimes confined to this case. BOUVIER, LAW DICT.; ANDERSON, LAW DICT.; *In re Driveway in City of New York,* 93 N. Y. Supp. 1107. But by the great weight of authority the doctrine of title by accretion is extended to accretion resulting from artificial causes. *Lovingston* v. *County of St. Clair,* 64 Ill. 56; *Tatum* v. *City of St. Louis,* 125 Mo. 647. Any one of the leading theories of the basis of title by accretion supports this extension. One theory asserts that the loss of land by erosion should be compensated for by allowing title by accretion. 2 BLACKSTONE'S COMM., 262. Public policy is the keynote of another theory, viz., that all land should have an owner and that it is most convenient that accretion should follow the ownership of the shore. *Wallace* v. *Driver,* 61 Ark. 429. The doctrine of title by accretion, says a third theory, rests on the necessity of preserving to the riparian landowner the right of access to the water. *Lamprey* v. *State of Minnesota,* 52 Minn. 181. A distinction is taken where the accretion is caused, wholly or in part, by an arti-

ficial condition created by the riparian owner purposely to effect an accretion to his own land. Generally, title by accretion is disallowed in such a case. *Att'y Gen.* v. *Chambers,* 4 De G. & J. 55, 5 Jur. N. S. 745; *C. B. & Q. Ry.* v. *Porter Bros. & Hackworth,* 72 Ia. 426. Yet the English court, in *Doe* v. *East India Co.,* 10 Moo. P. C. 158, says that no such distinction can be made. It would be interesting to know if the courts would make the same distinction where the accretion results from an artificial condition created by the riparian owner, but not with the purpose of causing an accretion to his own land.

NUISANCE—LANDLORD AND TENANT—OVERHANGING TREES—LESSOR'S DUTY TO TENANT.—The plaintiff was a tenant of the defendant who owned and occupied an adjoining farm. On the defendant's land three feet from the fence stood a yew-tree. In January, 1917, the branches of this tree projected more than three feet beyond the fence and the plaintiff's mare ate of them and died. The evidence showed that the branches were overhanging at the commencement of the tenancy. *Held,* by Rowlatt, J., that the landlord was not liable because a lessee takes the land as he finds it. Coleridge, J., dissenting insisted that the defendant was liable within the principle, *"sic utere tuo ut alienum non laedas." Cheater* v. *Cater,* (C. A.) [1917], 2 K. B. 516.

The liability of an adjoining owner for bringing a dangerous substance on his land, if it escapes to his neighbor's injury, was established in the case of *Rylands* v. *Fletcher,* L. R. 3, H. L. 330, the substance being in that case water artificially confined. At first blush the analogy between overhanging branches and escaping water may not seem striking, but they are at least alike in their inherent possibilities for mischief. The early case of *Lonsdale* v. *Nelson,* 2 B & C, 302, established that a landowner is maintaining a nuisance if his trees overhang. In *Crowhurst* v. *Amersham Burial Board,* 4 Ex. D. 5, quoting *Rylands* v. *Fletcher, supra,* and followed in *Smith* v. *Giddy,* [1904], 2 K. B. 448, quoting the same, it was held that a landowner is liable to an adjacent owner in tort for the death of cattle which eat the projecting branches of poisonous trees. The case of *Erskine* v. *Adeane,* L. R. 8 Ch. App. 756, upon which the decision in the principal case rests, the question was one of warranty, but Mellish, J., added *obiter* the principle of *caveat* lessee, *i. e.,* the tenant taking a lease must take the land as he finds it; or else ask an express warranty against such existing conditions as he fears may become dangerous. Coleridge maintains that if the parties were merely neighbors, the defendant would be liable and that the relation of landlord and tenant should rather increase than diminish the duty owed. Admitting the soundness of Mellish's dictum he declares that it does not here apply because the nuisance and therefore the liability came into existence after the lease was consummated. Until the cattle could reach the branches there was no nuisance. Rowlatt admits the liability of adjoining owners without privity of estate, or even that between vendor and vendee where the title passes to everything *usque ad caelum* but reiterates the dictum *caveat* lessee as a bar to recovery in the present instance. That a landlord who is also an adjacent owner is liable to his tenant as to a stranger for a nuisance on his own adjoining property, is dismissed with a casual sentence or altogether ignored by